

In the United States Bankruptcy Court for the District of Maryland

In re:

GEORGE T. MORAN, INC.,

Debtor.

Case No. 10-1-8337 RAG

Chapter 11

GEORGE T. MORAN, INC.,

Plaintiff,

vs.

Adversary No.: _____

**THE MIKE EGAN
INSURANCE AGENCY, INC.**

2409 Ravenview Road

Timonium, Maryland

Serve: Michael J. Egan

Resident Agent

2409 Ravenview Road

Timonium, Maryland

Defendant.

**COMPLAINT TO RECOVER
PREFERENTIAL TRANSFER**

Now Comes George T. Moran, Inc., Debtor and Debtor-in-Possession, by counsel Chung & Press, LLC, and Brett Weiss, and sues The Mike Egan Insurance Agency, Inc. to recover pursuant to 11 U.S.C. § 550 a preferential transfer within ninety (90) days of the date this case was filed pursuant to 11 U.S.C. § 547(b) and (g), and states:

The Parties

George T. Moran, Inc., Plaintiff, is the Debtor in this voluntary Chapter 11 case, which was filed on April 15, 2010. It is the Debtor-in-Possession pursuant to §§ 1107(a) and 1108. There is no committee of general unsecured creditors appointed in this case.

The Mike Egan Insurance Agency, Inc., Defendant, is a judgment creditor of the Debtor, who garnished various of the Debtor's bank accounts pre-petition, and received

payments resulting from those garnishments in the ninety (90) days pre-petition.¹

Jurisdiction

This adversary proceeding is one arising in the Chapter 11 case of the Debtor, now pending in this Court. This Court has jurisdiction pursuant to 29 U.S.C. §§ 157, 1334 and 11 U.S.C. § 547. This is a core proceeding under 28 U.S.C. § 157(b)(2)(F).

Allegations

1. George T. Moran, Inc. (“GTM”) filed its Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code on April 15, 2010.

2. During the ninety (90)-day period preceding the filing of this case, that is, between January 15, 2010 and April 15, 2010, the Debtor paid to the Defendant, The Mike Egan Insurance Agency, Inc. the total sum of Seventy-five Thousand Dollars \$75,000.00 (the “Payment”).

3. Upon information and belief, the Payment was made for and on account of an antecedent debt owed by the Debtor to the Defendant.

4. At the time of the Payment, the Debtor was insolvent.

5. The Payment enabled the Defendant to receive more than it would have received under Chapter 7 of the Bankruptcy Code if the Payment had not been made.

6. By reason of the foregoing, Defendant is liable to Plaintiff in the amount of Seventy-five Thousand Dollars \$75,000.00, as the Payments are avoidable under 11 U.S.C. § 547(b) and recoverable under 11 U.S.C. § 550.

Wherefore, Plaintiff prays for judgment against the Defendant for Seventy-five Thousand Dollars \$75,000.00, together with interest, plus Plaintiff’s costs, and for such other and further relief as the Court may deem just or proper.

May 5, 2010

Respectfully submitted,

CHUNG & PRESS, LLC

By: /s/ Brett Weiss
Brett Weiss, Bar No. 02980

¹ The Defendant authorized various transactions from the garnished accounts, insisting on separate payment to it as a condition of such authorization.

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SUMMARY OF PREFERENTIAL PAYMENTS

Date	Amount
2/4/10	\$10,000.00
3/1/10	15,000.00
3/15/10	15,000.00
3/26/10	15,000.00
4/13/10	13,500.00
4/19/10	<u>7,500.00</u>
Total:	\$76,000.00